

THEODORE J. BOUTROUS JR.,  
SBN 132099  
tboutrous@gibsondunn.com  
RICHARD J. DOREN, SBN 124666  
rdoren@gibsondunn.com  
DANIEL G. SWANSON, SBN 116556  
dswanson@gibsondunn.com  
JAY P. SRINIVASAN, SBN 181471  
jsrinivasan@gibsondunn.com  
GIBSON, DUNN & CRUTCHER LLP  
333 South Grand Avenue  
Los Angeles, CA 90071  
Telephone: 213.229.7000  
Facsimile: 213.229.7520

CYNTHIA E. RICHMAN (D.C. Bar No.  
492089; *pro hac vice*)  
crichman@gibsondunn.com  
GIBSON, DUNN & CRUTCHER LLP  
1050 Connecticut Avenue, N.W.  
Washington, DC 20036  
Telephone: 202.955.8500  
Facsimile: 202.467.0539

RACHEL S. BRASS, SBN 219301  
rbrass@gibsondunn.com  
JULIAN W. KLEINBRODT, SBN 302085  
jkleinbrodt@gibsondunn.com  
GIBSON, DUNN & CRUTCHER LLP  
One Embarcadero Center, Suite 2600  
San Francisco, CA 94111  
Telephone: 415.393.8200  
Facsimile: 415.393.8306

Attorneys for Defendant APPLE INC.

MARK A. PERRY, SBN 212532  
mark.perry@weil.com  
JOSHUA M. WESNESKI (D.C. Bar No.  
1500231; *pro hac vice pending*)  
joshua.wesneski@weil.com  
WEIL, GOTSHAL & MANGES LLP  
2001 M Street NW, Suite 600  
Washington, DC 20036  
Telephone: 202.682.7000  
Facsimile: 202.857.0940

MORGAN D. MACBRIDE, SBN 301248  
morgan.macbride@weil.com  
WEIL, GOTSHAL & MANGES LLP  
Redwood Shores Pkwy, 4th Floor  
Redwood Shores, CA 94065  
Telephone: 650.802.3044  
Facsimile: 650.802.3100

MARK I. PINKERT (Fla. Bar No. 1003102; *pro  
hac vice pending*)  
mark.pinkert@weil.com  
KATHERINE G. BLACK (Fla. Bar No.  
1031465; *pro hac vice pending*)  
katie.black@weil.com  
WEIL, GOTSHAL & MANGES LLP  
1395 Brickell Avenue, Suite 1200  
Miami, FL 33131  
Telephone: 305.577.3100  
Facsimile: 305.374.7159

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION

EPIC GAMES, INC.

Plaintiff, Counter-defendant  
v.

APPLE INC.,

Defendant, Counterclaimant

Case No. 4:20-cv-05640-YGR

**DECLARATION OF MARK ROLLINS IN  
SUPPORT OF APPLE INC.'S MOTION  
FOR ENTRY OF JUDGMENT ON ITS  
INDEMNIFICATION COUNTERCLAIM**

The Honorable Yvonne Gonzalez Rogers

**REDACTED VERSION OF DOCUMENTS  
SOUGHT TO BE SEALED**

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1 I, Mark Rollins, declare:

2 1. I am a Senior Financial Manager and the Finance Controller for Legal and Global Security  
3 (“LGS”) at Apple Inc. (“Apple”). I joined the company in November of 2019 and have consistently  
4 worked with Apple’s litigation teams while at Apple as a finance manager.

5 2. In my current position, I oversee all LGS budgets and expenses. In this capacity, I am familiar  
6 with the process by which Apple reviews and approves vendor budgets and invoices pertaining to a  
7 variety of types of litigation in a variety of jurisdictions. This includes expenses related to the *Epic*  
8 litigation.

9 3. I make this declaration in support of Apple’s Motion for Entry of Judgment on its Indemnification  
10 Counterclaim (the “Motion”) and Apple’s Administrative Motion to Seal (the “Motion to Seal”). I have  
11 personal knowledge of the facts set forth herein. If called as a witness, I could and would competently  
12 testify to the matters stated herein.

13 **I. APPLE’S PRACTICES FOR SCRUTINIZING LAW FIRM AND VENDOR INVOICES**

14 4. Apple is involved in litigations in a wide variety of subject areas and jurisdictions, and its cases  
15 vary substantially in terms of the degree of complexity and exposure to liability. Apple regularly retains  
16 outside counsel to represent its interests.

17 5. Apple is a consumer of legal services, and it is diligent in managing the costs and fees associated  
18 with litigation including attorneys’ fees and other related expenses. Apple keeps costs as low as possible  
19 by negotiating for discounts and lower fees and requiring law firms to submit budgets and then holding  
20 them accountable to those budgets.

21 6. Apple has written policies and guidelines for vendor billing, which impose standards and  
22 requirements for all vendors in terms of rates, budgeting, billing, invoicing, and staffing. At the outset,  
23 it is Apple’s standard practice with all vendors, including attorneys and law firms, [REDACTED]

24 [REDACTED] negotiate a discount of the vendor’s standard rates. Apple further  
25 requires that [REDACTED]

26 [REDACTED]

27 [REDACTED]

28 [REDACTED]

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[REDACTED]

8. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

9. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

10. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

11. Apple uses [REDACTED] for billing management and invoicing.

12. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]  
[REDACTED]  
[REDACTED]

13. Apple's policies also include requirements for how invoices are written and submitted. [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

14. [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]

15. [REDACTED]

[REDACTED]  
[REDACTED]

16. Apple has several other written policies in addition to those that govern billing, some of which specifically govern law firm vendors and their work with Apple. Apple also has [REDACTED]

[REDACTED]

17. In carrying out and enforcing these written policies, and in ensuring that vendors adhere to them, Apple [REDACTED].

18. [REDACTED]

[REDACTED]  
[REDACTED]

19. [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

1 20. [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 21. [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 22. [REDACTED]

18 [REDACTED] Apple pays only bills that are reasonable.

19 23. I can confirm that Apple adheres to these processes and closely reviews bills before paying them.

20 24. I can attest that all of these procedures were in place during the *Epic* litigation, and that all

21 vendors were subject to Apple's standard or modified policies, [REDACTED]

22 [REDACTED]. I can also attest that Apple paid all bills in the *Epic* matter only after

23 [REDACTED]

24 25. For this matter, [REDACTED]

25 [REDACTED]

26 [REDACTED]. The bills that Apple has paid, or approved for payment, cover services that the law

27 firms provided from August 2020 to October 31, 2023.

28 26. [REDACTED]

ROLLINS DECLARATION IN SUPPORT OF APPLE'S 4  
MOTION FOR ENTRY OF JUDGMENT

CASE No. 4:20-cv-05640-YGR

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 27. I understand that Apple seeks recovery of only the bills that it actually paid for work performed  
5 related to the domestic *Epic* litigation, inclusive of discounts if they were secured. Although Apple's  
6 in-house counsel also spent time on this case, Apple is not seeking recovery of any fees or costs  
7 associated with that time or expense, or any other time or expense incurred internally at Apple.

8 **II. CONFIRMING THE FEES AND COSTS PAID IN THIS MATTER**

9 28. For every litigation matter, [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]  
14 29. To confirm the accuracy of the fees and costs paid for the domestic *Epic* litigation, Apple's in-  
15 house and outside counsel engaged Cornerstone Research, and an economic and financial consulting  
16 firm. Apple's in-house counsel then sent all of the payment data associated with the *Epic* litigation  
17 [REDACTED] and the indemnification litigation [REDACTED] to Cornerstone, so that  
18 Cornerstone could review and determine the amount of Apple's expenditures that Apple seeks to recover  
19 as indemnification under the DPLA. I understand that Cornerstone analyzed the data, and worked with  
20 in-house and outside counsel to determine appropriate amount sought in the Motion.

21 30. As part of that process, Cornerstone and Apple's in house counsel worked with vendors to  
22 analyze the data and confirm the appropriate fees and costs to be sought. This included working with  
23 the vendors to understand and/or reconcile any discrepancy between the amount that Apple actually paid  
24 to vendors and each vendor's assessment of the work performed for the domestic *Epic* litigation. An  
25 example of such a discrepancy is a vendor that billed time to the domestic *Epic* litigation  
26 [REDACTED] for work it actually performed related to international *Epic* litigation. I understand  
27 that Cornerstone has provided adjusted totals for each vendor or matter.

28 31. I also understand that, for purposes of the indemnification request, the total amounts Apple

1 actually spent on the domestic *Epic* litigation have further reduced at the direction of outside counsel.

### 2 **III. APPLE'S PAYMENTS TO LAW FIRMS IN THIS MATTER**

3 32. In connection with its Motion, Apple seeks to recover legal fees and costs incurred in connection  
4 with its services provided by eight law firms in this matter: Gibson, Dunn & Crutcher LLP; Latham &  
5 Watkins LLP; McDermott Will & Emery; O'Melveny & Myers LLP; Orrick, Herrington & Sutcliffe  
6 LLP; Paul, Weiss, Rifkind, Wharton & Garrison LLP; Skadden, Arps, Slate, Meagher & Flom LLP; and  
7 Weil, Gotshal & Manges LLP.

8 33. I have reviewed data from Apple's billing and payment systems, and determined that Apple has  
9 paid the Law Firms a total of [REDACTED]<sup>1</sup> for all invoices billed to the  
10 domestic *Epic* litigation [REDACTED]. These total payments to law firms  
11 include payments for work performed by Apple's vendors that was billed to and initially paid for by the  
12 law firms themselves.<sup>2</sup>

13 a. Gibson, Dunn & Crutcher LLP: Apple has worked with Gibson Dunn on prior litigations.

14 Because Apple works with Gibson Dunn on multiple litigations and on a regular basis, [REDACTED]

15 [REDACTED]

16 [REDACTED], as described above. In total, Gibson

17 Dunn was paid [REDACTED] for the invoices on the domestic *Epic* litigation.

18 b. Latham & Watkins LLP: Apple has worked with Latham on prior matters. Because Apple  
19 works with Latham on multiple matters and on a regular basis, [REDACTED]

20 [REDACTED]

21 [REDACTED], as described above. In total, Latham was paid [REDACTED] for the

22 invoices on the domestic *Epic* litigation.

23 c. McDermott Will & Emery: Apple has worked with McDermott on prior matters. Because  
24 Apple works with McDermott on multiple matters and on a regular basis, [REDACTED]

25 [REDACTED]

27 <sup>1</sup> The *Epic* litigation is ongoing, and Apple is continuing to incur fees and costs from law firms related  
28 to this matter. I will supplement this declaration as necessary to reflect those additional payments.

<sup>2</sup> Some vendors billed to and were directly paid by Apple, as discussed below in Section IV.



1 [REDACTED], as described above. In total, McDermott was  
2 paid [REDACTED] for invoices on the domestic *Epic* litigation.

3 d. O'Melveny & Myers LLP: Apple has worked with O'Melveny on prior matters. Because  
4 Apple works with O'Melveny on multiple matters and on a regular basis, [REDACTED]  
5 [REDACTED]  
6 [REDACTED], as described above. In total, O'Melveny was  
7 paid [REDACTED] for invoices on the domestic *Epic* litigation.

8 e. Orrick, Herrington & Sutcliffe LLP: Apple has worked with Orrick on prior matters.  
9 Because Apple works with Orrick on multiple matters and on a regular basis, [REDACTED]  
10 [REDACTED]  
11 [REDACTED], as described above. In total, Orrick was paid  
12 [REDACTED] for invoices on the domestic *Epic* litigation.

13 f. Paul, Weiss, Rifkind, Wharton & Garrison LLP: Apple has worked with Paul Weiss on  
14 prior matters. Because Apple works with Paul Weiss on multiple matters and on a regular  
15 basis, [REDACTED]  
16 [REDACTED], as described above. In total, Paul  
17 Weiss was paid [REDACTED] for invoices on the domestic *Epic* litigation.

18 g. Skadden, Arps, Slate, Meagher & Flom LLP: Apple has worked with Skadden on prior  
19 matters. Because Apple works with Skadden on multiple matters and on a regular basis,  
20 [REDACTED]  
21 [REDACTED], as described above. In total, Skadden  
22 was paid [REDACTED] for invoices on the domestic *Epic* litigation.

23 h. Weil, Gotshal & Manges LLP: Apple has worked with Weil on prior litigations. Because  
24 Apple works with Weil on multiple litigations and on a regular basis, [REDACTED]  
25 [REDACTED]  
26 [REDACTED], as described above. In total, Weil was paid  
27 [REDACTED] for invoices on the domestic *Epic* litigation.

1 **IV. APPLE'S PAYMENTS DIRECTLY TO VENDORS IN THIS MATTER**

2 34. In connection with its Motion, Apple seeks to recover fees and costs incurred in connection with  
 3 professional and other services provided by other vendors to Apple throughout the domestic *Epic*  
 4 litigation. This includes: eDiscovery vendors Consilio Holdings Inc. and Open Text Inc.; and expert  
 5 witness vendors Compass Lexecon and Cornerstone Research. These vendors received direct payments  
 6 from Apple for work performed on the domestic *Epic* litigation.

7 35. I have reviewed data from Apple's billing and payment systems, and determined that Apple has  
 8 directly paid these vendors a total of [REDACTED] for invoices billed to the domestic *Epic* litigation  
 9 [REDACTED].

10 a. Consilio Holdings Inc.: Apple has worked with Consilio on prior matters. Because Apple  
 11 works with Consilio on multiple matters and on a regular basis, [REDACTED]  
 12 [REDACTED]  
 13 [REDACTED], as described above. In total, Consilio was directly paid  
 14 [REDACTED] for invoices on the domestic *Epic* litigation.

15 b. Open Text Inc.: Apple has worked with Open Text on prior matters. Because Apple  
 16 works with Open Text on multiple matters and on a regular basis, [REDACTED]  
 17 [REDACTED]  
 18 [REDACTED], as described above. In total, Open Text was directly  
 19 paid [REDACTED] for invoices on the domestic *Epic* litigation.

20 c. Compass Lexecon: Apple has worked with Compass on prior matters. Because Apple  
 21 works with Compass on multiple matters and on a regular basis, [REDACTED]  
 22 [REDACTED]  
 23 [REDACTED], as described above. In total, Compass was directly paid  
 24 [REDACTED] for invoices on the domestic *Epic* litigation.

25 d. Cornerstone Research: Apple has worked with Cornerstone on prior litigations. Because  
 26 Apple works with Cornerstone on multiple litigations and on a regular basis, [REDACTED]  
 27 [REDACTED]  
 28 [REDACTED], as described above. In total, Cornerstone was directly

paid [REDACTED] for the work performed on the *Epic* domestic litigation.

## V. SUMMARY OF AMOUNTS PAID DIRECTLY BY APPLE

36. The Apple billing and payment systems reflect the total amounts actually paid to all vendors who directly billed Apple in connection with the domestic *Epic* litigation [REDACTED]

37. Apple's systems reflect that the following amounts (detailed above) were actually paid to the following vendors in connection with the domestic *Epic* litigation:

Vendor	Total Amount Paid
Gibson, Dunn & Crutcher LLP	[REDACTED]
Latham & Watkins LLP	[REDACTED]
McDermott Will & Emery	[REDACTED]
O'Melveny & Myers LLP	[REDACTED]
Orrick, Herrington & Sutcliffe LLP	[REDACTED]
Paul, Weiss, Rifkind, Wharton & Garrison LLP	[REDACTED]
Skadden, Arps, Slate, Meagher & Flom LLP	[REDACTED]
Weil, Gotshal & Manges LLP	[REDACTED]
Consilio Holdings Inc.	[REDACTED]
Open Text Inc.	[REDACTED]
Compass Lexecon	[REDACTED]
Cornerstone Research	[REDACTED]
<b>Total:</b>	<b>\$82,971,401</b>

38. These payments reflect "any and all claims, losses, liabilities, damages, taxes, expenses and costs, including without limitation, attorneys' fees and court costs (collectively, 'Losses')"<sup>3</sup> that were actually paid by Apple in connection with the *Epic* litigation.

39. As noted above, I understand that certain reductions have been made to these amounts in

<sup>3</sup> PX-2619.40 (DPLA § 10).

1 connection with the pending Motion.

2 **VI. CONFIDENTIALITY OF BILLING PRACTICES, RATES CHARGED, AND**  
 3 **DETAILED TIME ENTRIES**

4 40. I have reviewed the Motion, the accompanying declarations of Carlyn Irwin and Richard M.  
 5 Pearl, and all associated exhibits.

6 41. Based on my review, I believe that these documents contain certain information that is  
 7 confidential, proprietary, and/or commercially sensitive, for both Apple and its vendors. These  
 8 documents contain, among other things, Apple's proprietary litigation handling processes and tools;  
 9 confidential, negotiated rates and write-offs requested from Apple's vendors; and Apple's non-public  
 10 financial information regarding costs expended in the *Epic* litigation. If this information were made  
 11 public, it would create a substantial risk of competitive, financial, or other injury to Apple and its  
 12 vendors, and to their relationships with other vendors and clients.

13 42. I understand that Apple has taken great lengths to shield this information to the extent possible—  
 14 even from counsel on the *Epic* litigation—including implementing various measures to restrict access to  
 15 that information. Given the sensitive nature of these records, they have been kept strictly confidential in  
 16 the ordinary course of business.

17  
 18 Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.  
 19 Executed this 16th day of January 2024, in Cupertino, California.

20  
 21 Respectfully submitted,

22 By: /s/ Mark Rollins  
 23 MARK ROLLINS  
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